

August 10, 2005

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Marlene H. Dortch, Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Speakeasy Subscriber Notification Report, WC Docket No. 05-196

Dear Ms. Dortch:

Attached herewith please find Speakeasy, Inc.'s Subscriber Notification Report, which is being filed in connection with the Public Notice released July 26, 2005 in WC Docket No. 05-196. Please direct any questions regarding this filing to the undersigned.

Sincerely,

Tom Campbell
Speakeasy Contracts Manager

cc: Byron McCoy
Kathy Berthot
Janice Myles
Best Copy and Printing, Inc.

Speakeasy, Inc.
Subscriber Notification Report
WC Docket No. 05-196

Speakeasy, Inc. (“Speakeasy”) is an Internet Service Provider (“ISP”) that offers VoIP services to business and residential customers. Since it began offering VoIP services as an adjunct to its ISP service, Speakeasy recognized the important distinctions between E911 service available via its VoIP offerings and traditional 911 service, and has advised its customers of those differences. As set forth in more detail below, as part of its service activation process, Speakeasy provided prominent and detailed information regarding the limitations of its VoIP E911 service to each and every customer. In particular, in its customer activation materials, its E911 warnings were specifically highlighted. In addition, Speakeasy believes that it obtained affirmative acknowledgements from each of its customers of its E911 notifications in connection with its customer activation process. Notwithstanding the foregoing, after release of the Commission’s VoIP E911 Order,¹ Speakeasy took additional steps to separately remind each of its customers of the limitations of its VoIP E911 service via letters mailed on July 25, 2005. Moreover, while Speakeasy believes that the E911 acknowledgments received from its existing customers in connection with the customer activation process comply with the Commission’s recently-released VoIP E911 rules,² Speakeasy is using a third-party verification service to confirm and obtain an additional record of acknowledgment from its residential customers of receipt and understanding of the E911 notifications.

Detailed description of all actions the provider has taken to specifically advise every subscriber, prominently and in plain language, of the circumstances under which E911 service may not be available through the interconnected VoIP service and/or may be in some way limited by comparison to traditional E911 service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers.

As discussed above, Speakeasy has advised its customers of the limitations of its VoIP E911 service in connection with its customer activation process. In connection with the customer activation process, all customers must acknowledge the limitations of VoIP E911 service. In addition, Speakeasy does not offer its VoIP service in areas where E911 is not available through its underlying carriers, the availability of which is determined during the sales process when the service address provided by the customer is validated against Speakeasy’s underlying carrier’s databases to confirm E911

¹ First Report and Order and Notice of Proposed Rulemaking, WC Docket Nos. 04-36 and 05-196 (rel. June 3, 2005).

² See 47 C.F.R. §§ 9.1, 9.3 and 9.5.

availability. If, under special circumstances, a business customer requests service where E911 is not available and Speakeasy agrees to provide service, that customer must sign a waiver to acknowledge that E911 service is not available. This option is not extended to residential customers.

Business

Each Speakeasy business customer physically executes a written Service Agreement. In those instances where business customers subscribe to VoIP service, the Service Agreement includes a Service Addendum, which describes the limitations of E911, a summary of which follows:

4. Emergency 911 Service.

4.1 Distinction Between Speakeasy Business VoIP Service 911 and Traditional 911.

4.2 Different Capabilities - 911 calls may be routed to a different dispatcher than that used for traditional 911 dialing. In addition, Business VoIP 911 Service has fewer capabilities than traditional 911 or E911 service as follows:

4.2.1 Availability - Customer acknowledges and agrees that 911-type Services are not available in all locations or with all services

4.2.2 Failure to Designate the Correct Physical Street Address **4.2.3 Automated Number & Location Identification** - The PSAP receiving Business VoIP 911 Emergency Service calls may not be able to capture and/or retain automatic number or location information

4.2.4 Power Failure, Outages or Disruptions of Service - VoIP 911 Service may not function if Customer's voice gateway fails or is not configured correctly or if Customer's Business VoIP Service is not functioning for any reason.

4.2.5 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.

4.2.6 Limitation of Liability and Indemnification - This 911-type dialing currently is NOT the same as traditional 911 or E911 dialing,

4.2.7 Alternative 911 Arrangements - Customer acknowledges that Speakeasy does not offer Primary Line or Lifeline services, and that Speakeasy strongly recommends that Customer always have an alternative means of accessing traditional 911 services.

Letters reminding Speakeasy's business customers of these VoIP E911 limitations were mailed on July 25, 2005.

Residential

All of Speakeasy's residential customers have been notified of VoIP E911 limitations by one of two methods in connection with the customer activation process. Follow-up reminder letters were also sent to all residential customers on July 25, 2005.

Prior to March 24, 2005, customers were asked to respond to an electronic message which instructed the customer to login to Speakeasy's website and accept the Terms of Service before service was activated. The Terms of Service, which included a detailed description of the VoIP E911 limitations and, on the cover, prominently highlighted those limitations, appeared during this process, giving the customer the opportunity to review and accept the Terms of Service by checking a box indicating acceptance. Service orders placed by customers were not processed by Speakeasy unless the customer checked the box indicating acceptance of the Terms of Service. The Terms of Service provided for the customer's affirmative acknowledgement and understanding of the limitations of VoIP E911 service. After acceptance, the Telephone Adaptor ("TA") was shipped to the customer. The first page of the Subscriber Agreement included the following text in bold print:

SPEAKEASY OFFERS A 911 EMERGENCY DIALING SERVICE. HOWEVER, THIS 911-TYPE DIALING IS DIFFERENT IN A NUMBER OF WAYS FROM TRADITIONAL 911, INCLUDING BUT NOT LIMITED TO:

- **911 service is only available at the address provided by you at the time of order.**
- **In most instances, your phone number and address will be provided automatically to emergency personnel. However, in some cases, you may have to provide this information verbally.**
- **Outages or disruptions of broadband service will disrupt Speakeasy Voice 911 Emergency Dialing capabilities, these may include for example: power failure or disruption, broadband service outage, broadband service suspension or termination.**

The Subscriber Agreement detailed the limitations listed above, and also included the following regarding alternative 911 arrangements:

You acknowledge that Speakeasy does not offer primary line or lifeline services, and that Speakeasy strongly recommends that you always have an alternative means of accessing traditional 911 services.

Residential customers that subscribed to Speakeasy's VoIP services on or after March 24, 2005 were read the following script by a sales agent when they initially placed their order:

- Speakeasy's 911 service is different from standard 911 service in several ways including but not limited to: 911 service is only available at the address you provided at the time of your order and you must not change the address location of the equipment. In some instances, you may have to provide phone number and/or address information to emergency personnel. Also, broadband service outages or power outages will disrupt Speakeasy Voice Emergency 911 dialing services. Speakeasy is not liable for any failure or unavailability of 911 services.

- A printed copy of our complete Voice Service Subscriber Agreement, to which you must agree in order to use the service, will be included in the package when you receive your equipment. By breaking the seal on the inner packaging containing your Telephone Adapter, you will be accepting and agreeing to these Terms of Service. If you do not agree to the complete Terms of Service, you may return the equipment to us with the seal intact within 7 days of receipt for a full refund.

Before continuing with the activation process, the sales agent is required to check a box indicating that the VoIP E911 limitations had been reviewed with the customer. Further, the customer is sent, along with the TA, a written copy of the Terms of Service described above. Customers must break a seal on the package that includes the following warning:

BEFORE BREAKING THIS SEAL ("SEAL"), INSTALLING THE ENCLOSED EQUIPMENT, OR ACTIVATING OR USING THE SERVICE, READ THE INCLUDED SPEAKEASY VOICE SERVICE SUBSCRIBER AGREEMENT ("AGREEMENT"). BY BREAKING THIS SEAL, INSTALLING THE ENCLOSED EQUIPMENT, OR ACTIVATING OR USING THE SERVICE YOU ACCEPT AND AGREE TO SPEAKEASY, INC.'S ("SPEAKEASY") FULL TERMS OF SERVICE REGARDING THIS SERVICE AS DESCRIBED IN THE INCLUDED AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT AS INCLUDED, DO NOT BREAK THE SEAL, INSTALL THE EQUIPMENT, OR ACTIVATE OR USE THE SERVICE; INSTEAD CALL SPEAKEASY AT 1-800-556-5829 WITHIN 7 DAYS OF RECEIPT OF THE EQUIPMENT TO FIND OUT HOW TO RETURN THE EQUIPMENT WITH THE SEAL INTACT FOR A FULL REFUND AND TERMINATE THE SERVICE WITHOUT CANCELLATION OR TERMINATION FEES.

By breaking this seal, and subsequently installing the equipment, the customer accepts the terms and conditions of Speakeasy's VoIP service. The customer's initial call detail record serves as a record of this acceptance.

Notwithstanding its belief that the foregoing customer activation process provides the notification and acknowledgment required by the Commission's rules, Speakeasy implemented a new process via third-party verification to confirm acknowledgement by each residential customer of his or her receipt and understanding of the limitations of VoIP E911 service. This further verification allows Speakeasy to maintain additional records that reflect the foregoing customers' acknowledgements, and will be used on a going-forward basis to confirm acknowledgment of receipt and understanding of the

limitations of Speakeasy's VoIP E911 service. Speakeasy expects that this process will be complete by August 29, 2005.

Quantification of how many of the provider's subscribers, on a percentage basis, have submitted an affirmative acknowledgement, as of the date of the report, and an estimation of the percentage of subscribers from whom they do not expect to receive an acknowledgement by August 29, 2005.

As discussed above, Speakeasy believes that, in connection with its customer activation process, all of its customers have affirmatively acknowledged the limitations of Speakeasy's VoIP E911 service. Nonetheless, Speakeasy submits this report to afford it additional time to implement its third-party supplemental verification process for existing residential customers. This supplemental record of acknowledgement will strengthen Speakeasy's acknowledgement records for residential customers.

Detailed description of whether and how the provider has distributed to all subscribers warning stickers or other appropriate labels warning subscribers if E911 service may be limited or not available and instructing the subscriber to place them on and/or near the customer premises equipment used in connection with the interconnected VoIP service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers (i.e., e-mail, U.S. mail).

The following warning stickers were sent via U.S. Mail to all current subscribers on July 25, 2005:

911 Emergency Services Alert

This phone is connected to Voice-over-Internet Protocol (VoIP) service. Emergency 911 service may not be available from this phone during power outages and other disruptions in broadband service. When dialing 911 from this phone, confirm the phone number and address of this location with the emergency services operator. If your present location is different from the address of the Registered Address written below for this telephone, your 911 call will be routed, but not to the nearest emergency service location.

Telephone # _____
Registered Address _____

A quantification of how many subscribers, on a percentage basis, to whom the provider did not send the advisory described in the first bullet above and/or to whom the provider did not send warning stickers or other appropriate label as identified in the bullet immediately above.

All subscribers were sent the above advisory and warning stickers regarding the limitations of Speakeasy's VoIP E911 service.

A detailed description of any and all actions the provider plans on taking towards any of its subscribers that do not affirmatively acknowledge having received and understood the advisory, including, but not limited to, disconnecting the subscriber's VoIP service with the Company no later than August 30, 2005.

Because Speakeasy has proactively noticed its entire customer base, and received a form of acknowledgement from each customer, no further action is required. However, if Speakeasy determines that a customer has not acknowledged Speakeasy's notification, and that customer did not respond to additional attempts to obtain such acknowledgement by August 29, 2005, Speakeasy intends to either disconnect that customer or seek an additional extension from the Commission to obtain such acknowledgement.

Detailed description of how the provider is currently maintaining any acknowledgements received from subscribers.

The acknowledgements from business subscribers are contained within the Service Agreement and are maintained in a central database for customer contracts within Speakeasy. Residential subscribers prior to March 24, 2005 indicated acknowledgement by checking a box that becomes part of their customer service record. For residential customers subscribing on March 24, 2005 or later, Speakeasy maintains a record of sales agent verification, as well as the record provided by the call detail record of each customer's initial call when he or she initiates service. In addition, the new third-party verification process under way will create an additional record of customer acknowledgement that will be fed into the residential customer records.

The name, title, address, phone number, and e-mail address of the person(s) responsible for the Company's compliance efforts with the VoIP E911 Order.

Tom Campbell
Contracts Manager
2222 2nd Ave
Seattle WA 98121-2038
206.971.5160
tcampbell@speakeasy.net

July 25, 2005

Re: Speakeasy VoIP E911 Service

Dear Speakeasy Member,

The Federal Communications Commission (FCC) has required that all VoIP (Voice over IP) providers supply their VoIP customers with E911 stickers. The required stickers are enclosed in this envelope. For the safety of your employees, please ensure the stickers are immediately placed on *each* of your Speakeasy VoIP-enabled telephones.

In addition to the required sticker, we are also required to remind you and your colleagues that, while Speakeasy offers a VoIP E911 emergency service, there are key details you need to know about your E911 service.

- » **If you move, you must update Speakeasy immediately with the new service address of your phones.** If a VoIP-enabled phone is moved to or installed at a different address from its "Registered Location," a 911 call from that phone will be routed to the emergency services operator serving the Registered Location.
- » **When calling 911 with Speakeasy VoIP service, you or the person placing the 911 call should confirm the call back number of the phone and the location address.** In most instances the telephone number and location of your business will be displayed to the 911 services operator. However, sometimes, this information may need to be provided verbally to the 911 services operator.
- » **Outages or disruptions of broadband service will disrupt Speakeasy VoIP E911 capabilities.** Examples of events that may cause outages are: power failure or disruption, broadband service outage, and broadband service suspension or termination.

Additional information regarding Speakeasy's VoIP Emergency 911 Service may be found in the Speakeasy Business VoIP Service Addendum, Section 4, which you entered into with us upon activation of your Speakeasy VoIP service.

We appreciate your business. If you have any questions about Speakeasy VoIP E911 service or require additional stickers, please call us at 800-556-5829.

Sincerely,

Victor Gehlen
VP Customer Support & Activations
Speakeasy, Inc.

July 25, 2005

Re: Speakeasy VoIP E911 Service

Dear Speakeasy Member,

The Federal Communications Commission (FCC) has required that all VoIP (Voice over IP) providers supply their VoIP customers with E911 stickers. The required stickers are enclosed in this envelope. For the safety of your household members and guests, please ensure the stickers are immediately placed on *each* of your Speakeasy VoIP-enabled telephones.

In addition to the required sticker, we are also required to remind you that, while Speakeasy offers a VoIP E911 emergency service, there are key details you need to know about your E911 service.

If you move or change the location of your VoIP-enabled phone, you must notify Speakeasy immediately of the new service address to ensure the correct address displays for the 911 services operator.

- » E911 is only enabled at the address you provided to Speakeasy upon service activation.
- » If a Speakeasy VoIP telephone adaptor is moved to or installed at a different location from its Registered Location without updating the address, a 911 call placed from that VoIP-enabled phone will be connected but the wrong address will be displayed to the 911 services operator.

When calling 911 with Speakeasy VoIP service, you or the person placing the 911 call should confirm the call back number of the phone and the location address.

- » Generally, after dialing 911, your telephone number and location are provided automatically to the emergency services operator.
- » In some cases, you or the person making the 911 call may need to provide this information verbally to the emergency services operator. Speakeasy recommends keeping your address and telephone number visible from your phone.

Outages or disruptions of broadband service will disrupt Speakeasy VoIP E911 capabilities.

- » Examples of events that may cause outages are: power failure or disruption, broadband service outage, and broadband service suspension or termination.

Additional information regarding Speakeasy VoIP Emergency 911 Service may be found in the Speakeasy Voice Service Subscriber Agreement. This agreement was provided to you with your telephone adaptor when you initiated service. A copy of the agreement is also available at <http://www.speakeasy.net/tos/voip.php>.

We appreciate your business. If you have any questions about Speakeasy VoIP E911 service or require additional stickers, please call us at 800-556-5829.

Sincerely,

Victor Gehlen
VP Customer Support & Activations
Speakeasy, Inc.